

# Memorandum



**Date:** February 6, 2007

**To:** Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

Agenda Item No. 8(A)(1)(C)

**From:** George M. Burgess  
County Manager

**Subject:** Lease Agreement Waiver with Opa-Locka Flightline, LLC, Opa-locka Executive Airport

## RECOMMENDATION

It is recommended that the Board adopt the attached resolution authorizing the execution of a waiver of landlord's lien on certain assets of Opa-locka Flightline, LLC (OFL), at Opa-locka Executive Airport (OPF) in favor of EPIC Aviation LLC dba Air BP Aviation Services (EPIC). The lien waiver is being requested by OFL for financing purposes.

## BACKGROUND

OFL, currently a tenant at OPF, provides Fixed Based Operator (FBO) general aviation services to the flying public from Building 121. OFL would like to install a fuel farm to increase its service to its clientele. A fuel farm operation is permitted under Article 2.02 Use of Premises, (B) Fuel Storage of OFL's lease. The development will assist OFL in meeting the requirements for a full-service FBO as defined by Miami-Dade Aviation Department's (MDAD) draft minimum standards. The construction of the fuel farm will be on approximately 4,446 square feet of aviation land equivalent to 0.10 acres south of the company's existing facility, Building 121, but still on the leased premises. The estimated investment in the facility is \$180,000. OFL's current lease agreement with the County allows for a three (3) year term with a maximum of two (2) additional one-year terms, which allows OFL time to recoup its investment and falls within the parameters of development lease terms considered acceptable by the Federal Aviation Administration (FAA) and MDAD. Fuel farm facilities are in great demand and short supply at OFL. Additionally, MDAD collects a fuel flowage fee from every gallon of aircraft fuel provided to the tenant by the authorized fuel vendor.

OFL is entering into a financial agreement with EPIC under which EPIC will provide the equipment and installation. As part of the agreement, EPIC will retain an ownership interest in the equipment and other personal property installed at the fuel farm site. As part of the loan closing, EPIC requires a waiver of landlord's lien from the County to OFL. The Board has approved waivers of the County's landlord liens when the request is based on a tenant's request in conjunction with the installation on the leased premises of unusual equipment or personal property.

A handwritten signature in black ink, appearing to read "Susanne M. Torrente".

Susanne M. Torrente, Chief of Staff/Assistant County Manager



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

**DATE:** February 6, 2007

**FROM:** Murray A. Greenberg  
County Attorney

**SUBJECT:** Agenda Item No. 8(A)(1)(C)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved \_\_\_\_\_ Mayor

Agenda Item No. 8(A)(1)(C)

Veto \_\_\_\_\_

02-06-07

Override \_\_\_\_\_

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION RELATING TO OPA-LOCKA EXECUTIVE AIRPORT; APPROVING WAIVER OF LANDLORD'S LIEN AS TO CERTAIN FUEL FARM PROPERTY TO BE INSTALLED ON THE CURRENT LEASEHOLD OF OPA-LOCKA FLIGHTLINE, LLC IN FAVOR OF EPIC AVIATION, LLC, D/B/A AIR BP AVIATION SERVICES, THE PROVIDER OF THE EQUIPMENT; AUTHORIZING COUNTY MANAGER TO EXECUTE THE WAIVER OF LIEN DOCUMENTS AFTER REVIEW BY THE COUNTY ATTORNEY**

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum and document, copies of which are incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board approves a waiver of its landlord's lien as to certain fuel farm property to be installed on the current leasehold of Opa-locka Flightline, LLC ("OFL"), in favor of EPIC Aviation, LLC, d/b/a Air BP Aviation Services, the provider and installer of such equipment on OFL's current leasehold at the Airport; authorizes the County Manager to execute the waiver of lien documents after review by the County Attorney.

The foregoing resolution was offered by Commissioner  
who moved its adoption. The motion was seconded by Commissioner  
and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	
Barbara J. Jordan, Vice-Chairwoman	
Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this  
6th day of February, 2007. This resolution shall become effective ten (10) days after the  
date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only  
upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency. TPA

Thomas P. Abbott

RECORDING REQUESTED BY  
AND  
WHEN RECORDED, MAIL TO:

EPIC Aviation LLC dba  
Air BP Aviation Services ("EPIC")  
1790 16<sup>th</sup> Street SE  
Salem, Oregon 97302  
Attention: Greg Gettig

(Space Above This Line for Recorder's Use)

Real Property Waiver  
**OPA-LOCKA FLIGHTLINE, LLC**

The undersigned will be benefited by the financial success of OPA-LOCKA FLIGHTLINE, LLC ("Customer"). As an inducement to EPIC ("Company") now or hereafter to provide Customer financial accommodation as to, certain property all or any portion of which may at any one or more times be located at the realty described in Exhibit A hereto (the "premises") and for other good and valuable consideration, receipt whereof is hereby acknowledged, the undersigned does hereby agree, waive and undertake as follows:

1. None of such property shall be or become deemed a part of or an accession or addition to or a fixture on the premises even though such property is installed thereon or in some manner attached thereto; nor shall any of such property be moved from the premises by the undersigned unless Company's written consent to the move has been obtained.
2. The undersigned waives any, and shall acquire no, title to or interest in any of such property by virtue of such installation or attachment. The undersigned further waives any right to seize, or to claim any interest whatsoever in, any of such property on account of any claim or right the undersigned may have against any person, including, without limitation, any claim or right the undersigned may have or assert against Customer, by levy of distraint or otherwise.
3. Company may at any time, at its option, enter upon the premises and inspect or remove any of such property at its sole cost and expense, and Company by its acceptance hereof agrees to make such repairs following any such removal to the extent reasonably necessary to restore the premises to its condition immediately prior to such removal.
4. All of the terms and conditions of this waiver shall be binding upon the heirs, devisees, personal representatives, successors, assigns or encumbrancers of the undersigned and shall inure to the benefit of Company, its successors and assigns. As used herein, the term "Customer" shall include the heirs, devisees, legatees, personal representatives, successors and assigns of Customer. If there is more than one Customer, the term "Customer" shall be read in the singular and/or plural as the context requires.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_

MIAMI-DADE COUNTY.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

5. Nothing herein waives the County's right to insist on Company's and Customer's compliance with all requirements of the lease Agreement between the County and Opa--Locka Flightline, LLC, including compliance with all federal, state, and local requirements.

5

# BILL OF MATERIALS

ITEM	QNTY	DESCRIPTION
1	1	INTERSTITIAL MONITOR KRUGER K-2-120
2	1	20,000 GAL. JET-A DOUBLE WALL FIREGUARD TANK (UL-2085)
3	1	20,000 GAL. AVGAS DOUBLE WALL FIRE RATED VAULTED TANK (UL-2085) -RELOCATED
4	3	36" MANWAY W/ 8" EMER. VENT DPW (202F-0600)
5	2	3" PORT (PLUGGED)
6	3	8" EMERGENCY VENT (DPW 202F)
7	1	3" GAUGE HATCH
8	1	3" OUT BREATHING VENT 354-0300 AV
9	1	CLOCK GAUGE W/ALARM (MORRISON 918-0100-AG)
10	1	GORMAN RUPP 4X3 PUMP
11	2	CHECK VALVE (F918B-4")
12	1	LINE STRAINER (MORRISON #286 FDI-4100A)
13	4	BUTTERFLY VALVE (NIBCO # LD-2100-4" BUNA)
14	1	STAGE ONE VAPOR RECOVERY ADAPTOR MORRISON #323-0100-AA, CAP #323C-0100-AC
15	1	TRANSPORT 4" FILL CONNECT
16	1	ELECTRIC MOTOR (EXPLOSION PROOF 15HP, 230V, 3 PH)
17	1	MOTOR STARTER (NEMA 9 SIZE #2 FURNAS # 14DSF32HA-A4)
18	1	STATIC GRD REEL (25' #SA1A1-25)
19	1	SLOP TANK (FTI)
20	1	ALJAC (JM-3001)
21	1	HOSE (3" X 10', ARH THERMOID API 1529)
22	1	UNDERWING NOZZLE (3" INLET F116V7A)
23	1	3" ALUM. SWIVEL (3640-0301)
24	1	FUEL METER W/ REGISTER (M-30-A-2)
25	1	(30 SEC.) RELAX CHAMBER
26	1	HAND SUMP PUMP (GASBOY-1720A)
27	1	HI-LEVEL SHUT-OFF VALVE 1100-SIZE 4"
28	1	FILTER VESSEL (VELCON VV2833-150)
29	1	ANTI-SIPHON VALVE (SKINNER 7228BN5VVO)
30	1	MORRISON ALARM BOX
31	1	MINI DEADMAN (GAMMON GTP-8392)
32	1	FILTER VESSEL (VELCON VV1628B1)
33	1	BLACKMERE 3" 7.5 HP 230/460V 3PH
34	1	FUEL METER (LC M-15-2)
35	1	SUMP PUMP GORMAN RUPP 3D-X1.5 1P
36	1	2" HOSE W/ F116 NOZZLE
37	1	3" MALE CAMLOCK
38	1	DEADMAN (DUR- ELECTRIC GTP-8392)
39	2	STATIC GRND REEL (DURO ELECTRIC)

# TANK PLAN

SCALE: N.T.S.

## GENERAL NOTES

1. CAPACITY 20,000 GALLONS NOMINAL
2. DOUBLE WALL, TYPE 1 CONSTRUCTION, 360 DEG WRAP, UL-2085
3. SHOP TEST WITH AIR AT 3 - 5 PSI, USE DOUBLE WALL TESTING PROCEDURES
4. ATTACH "UL" LABELS AS FOLLOWS:
  - A. "UL-2085"
  - B. TANKS EQUIPPED WITH EMERGENCY RELIEF VENTING CAPACITY NOT LESS THAN 500,000 CU. FT./HR.
  - C. TANKS ARE PROVIDED WITH A INTEGRAL STEEL FOUNDATION AND IS INTENDED FOR STATIONARY INSTALLATION ONLY
5. MATERIAL: CARBON STEEL
6. ALL NOZZLE, COUPLING, AND MANWAY BOLTS TO STRADDLE NORMAL CENTERLINES OR THIER PARRALLELS, UNLESS OTHERWISE NOTED
7. EMERGENCY SHUT-OFF TO BE LOCATED AT LEAST 25', BUT NO MORE THAN 100' FROM TANK
8. ALL TANKS, PIPING, AND EQUIPMENT TO BE CONSTRUCTED WITH FDEP-APPROVED MATERIALS